

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

RONALD PHILLIPS,	)	Case ID: 8:14-cv-000252
	)	
Plaintiff,	)	
	)	<b>COMPLAINT</b>
vs.	)	
	)	
RELIANCE STANDARD LIFE	)	
INSURANCE COMPANY,	)	
	)	
Defendant.	)	

COMES NOW the Plaintiff, Ronald Phillips, by and through his attorney of record, John K. Green, and for his cause of action against the Defendant, Reliance Standard Life Insurance Company, alleges and states as follows:

1. Plaintiff Ronald Phillips is a resident of Omaha, Douglas County, Nebraska.
2. Defendant Reliance Standard Life Insurance Company ("Reliance") is an insurance association organized and existent of the laws of the State of Illinois which was licensed to solicit, sell and service insurance products and policies within the State of Nebraska including Douglas County, Nebraska, and was generally engaged in the business of soliciting, selling and servicing life insurance products, including long-term disability insurance by the aforesaid Reliance within and throughout the State of Nebraska.
3. Plaintiff's claim is within the purview of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq., and the Court has jurisdiction pursuant to 28 U.S.C. § 1331.
4. Plaintiff was an employee of Zep, Inc. and on Plaintiff's behalf Zep, Inc. and the Defendant Reliance entered into a contract for total and residual disability income

protection, specifically Policy No. LTD 117979. A copy of the policy is available to be attached hereto as an Exhibit upon the request of the Defendant. The monthly benefit payment under the policy is \$2,687.04 per month with a lifetime benefit period.

5. Said policy is an Employee Benefit Plan as defined at 29 U.S.C. § 1002 (a).

6. During the time the policy was in effect, on or about November 27, 2008, Plaintiff was injured, became disabled within the meaning of the policy.

7. Complying with Defendant's claim procedure, Plaintiff received monthly disability income from the Defendant shortly after the end of the 90 day elimination period commencing February 25, 2009 to January 5, 2010.

8. On or about January 5, 2010, Defendant stopped paying Plaintiff despite the fact that Plaintiff's disability had not ceased. Defendant terminated payments under the policy in breach of and contrary to the policy provisions.

9. Plaintiff has exhausted his administrative remedies under the terms of the Plan.

10. Defendant's denial of Plaintiff's claim was in contravention to the terms of the Plan.

11. Denial of Plaintiff's long term disability claim was made by a party other than the Plan Administrator and without substantial evidence supporting denial.

12. Plan documents do not provide the Plan Administrator with discretion to interpret and define Plan language.

13. Defendant has usurped the Plan Administrator's duty to fairly and adequately administer the Plan.

14. As a proximate result of Defendant's breach of the insurance policy, Plaintiff has been damaged in the amount of \$2,687.04 per month, the amount of the monthly disability payment under the policy.

15. As a proximate result of the Defendant's improper denial of his long term disability claim, Plaintiff has suffered and continues to suffer severe mental and emotional distress.

16. This is an action seeking to recover benefits due under an Employee Benefit Plan pursuant to 29 U.S.C. § 1132(a)(1)(B), and therefore, Plaintiff is entitled to reasonable attorney's fees with costs to be taxed as cost to the Defendant herein under 29 U.S.C. § 1132(g)(1).

WHEREFORE, the Plaintiff prays for the Court to enter judgment against the Defendant for damages in an amount yet to be determined, for attorney's fees pursuant to 29 U.S.C. § 1132(g)(1), for pre-judgment interest, and for all further relief as the Court deems appropriate.

DATED this 27<sup>th</sup> day of August, 2014.

Jury Trial Requested.

RONALD PHILLIPS, Plaintiff

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